

I move approval of item 25 contingent upon execution of the attached letter agreement and the following modifications to the Lease:

- 1.) Tenant shall not develop or operate any facilities off Campus for the Term of the Lease without the prior written consent of the Landlord, which consent may not be unreasonably withheld;
- 2.) Tenant shall not pay its executive management level employees beyond the County's comparable compensation for like positions with County funds, which means any funding based upon funds provided for under this Lease and the Indigent Care Agreement including, without limitation, the Grant Funds, proceeds of County Loans, intergovernmental transfers and Indigent Care Payment. This provision does not (i) prohibit the Tenant from paying additional compensation from other sources, or (ii) apply to employment contracts that were in effect as of April 21, 2014;
- 3.) Prior to the commencement of each Fiscal year, Tenant shall provide Landlord with an annual operating and capital budget for the prospective Fiscal Year; and
- 4.) Tenant shall provide a realistic hospital opening date to the extent that the current date in the Lease needs to be revised.

Upon inclusion of these revisions to the satisfaction of the Chief Executive Officer in consultation with the Department of Health Services and Counsel, the Chair is delegated authority to execute the Lease.

APR 22 2014

MOTION

MOLINA _____
RIDLEY-THOMAS _____
YAROSLAVSKY _____
ANTONOVICH _____
KNABE _____